

MEMORANDUM

Agenda Item No. 7(F)(1)(D)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: **November 4, 2003**

FROM: George M. Burgess
County Manager



SUBJECT: Acquisition of Approximately
6.60 Acres of Vacant Land for
the Expansion of the Existing
Monterrey Park

It is recommended that the Board approve the attached Contract for Sale and Purchase of 6.60 acres of vacant land for the purpose of expanding the existing Monterrey Park. The item was prepared by the General Services Administration at the request of the Miami-Dade County Park and Recreation Department.

SELLER: Gary Cohen as Trustee of Trust No. 72-LT-7

TAX FOLIO NUMBER: 30-2106-000-0012

SIZE: 6.60 acres, more or less

LOCATION: 5301 NW 183 Street

PURCHASE PRICE: \$ 1,050,000.00

APPRAISAL: \$ 1,250,000.00 (High Appraisal)
\$ 1,205,000.00 (Low Appraisal)

ZONING: RU-3M Minimum Apt. 12.9 units/net acre. The proposed park is a permitted use in the RU-3M zoning district; therefore, a Governmental Facilities Hearing is not required, pursuant to Section 33-303 of the Code of Miami-Dade County.

JUSTIFICATION: The subject property is approximately 6.60 acres in size and is located in close proximity to the existing park (see attached sketch). The Park and Recreation Department is proposing to expand the undeveloped property known as Monterrey Park to better serve the community. The larger site created by the addition of the proposed acreage will allow for the development of a regional youth sports complex. The planning, design and basic site work will commence in the spring of 2004. The department is in the process of identifying potential funding sources for construction.

Florida Power and Light Company (FPL) is the owner of a 5 acre parcel of land located between the existing Monterrey Park and the property proposed for purchase.

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 2

The Park and Recreation Department has entered into discussions with FPL regarding joint use of their property to provide additional parking and improved access to the expanded park site.

FUNDING:

Impact Fees

A handwritten signature in black ink, appearing to be 'C. B.', written over a horizontal line.

Assistant County Manager

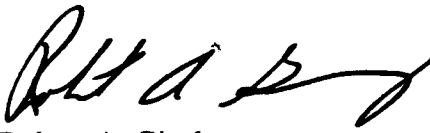


MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: November 4, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(D)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(F)(1)(D)

11-4-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, BETWEEN GARY COHEN, AS TRUSTEE FOR TRUST NO. 72-LT-7 AS SELLER, AND MIAMI-DADE COUNTY AS BUYER OF APPROXIMATELY 6.60 ACRES OF VACANT LAND LOCATED AT 5301 NW 183RD STREET; FOR THE PURPOSE OF EXPANDING THE EXISTING MONTERREY PARK; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes a Contract for Sale and Purchase between Gary Cohen as Trustee of Trust No. 72-LT-7, and Miami-Dade County as Buyer of approximately 6.60 acres of vacant land located at 5301 NW 183rd Street; for the purpose of expanding the existing Monterrey Park; authorizing the County Manager to execute the same for and on behalf of Miami-Dade County; and authorizing the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

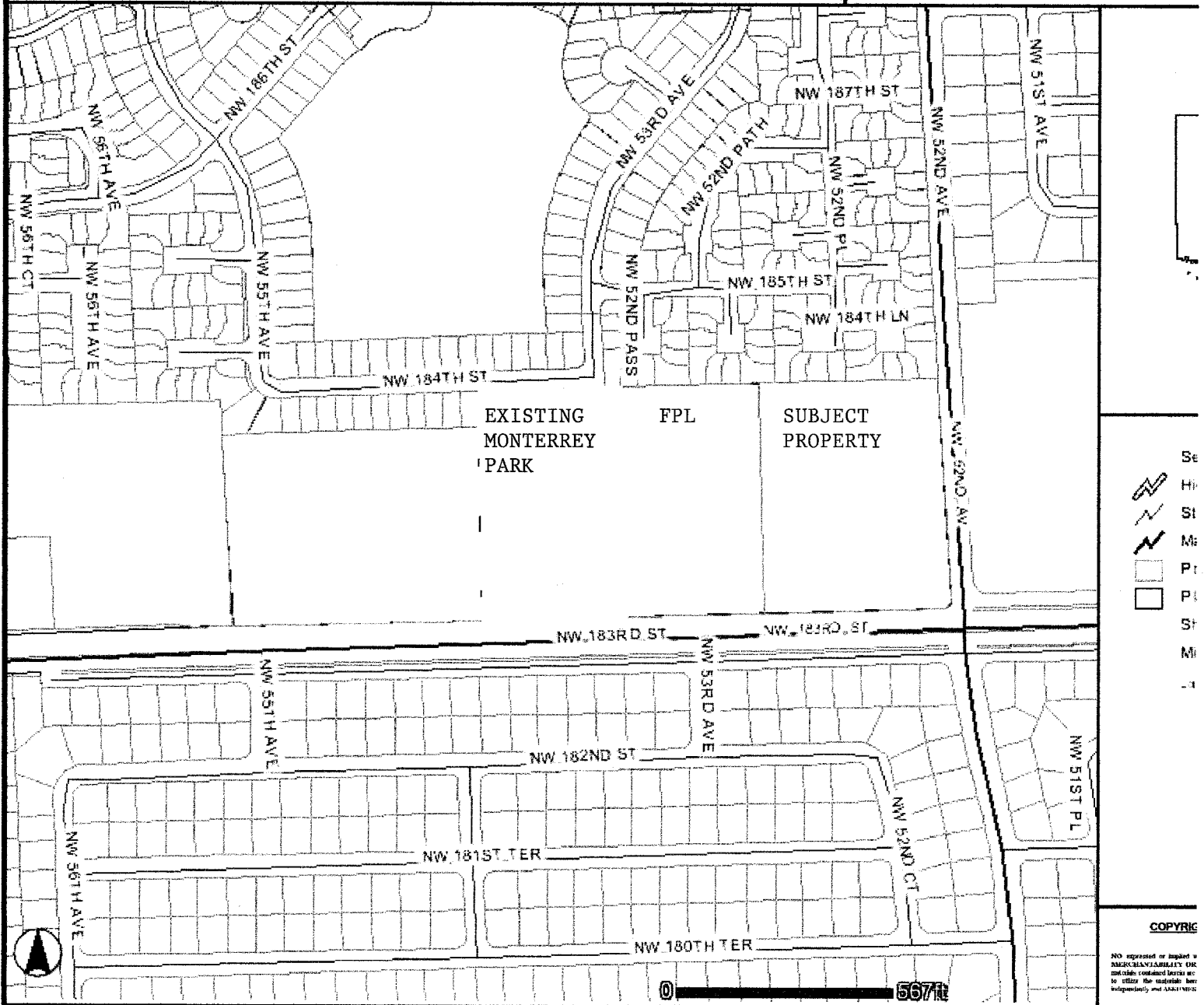
Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

By: _____

Deputy Clerk

ArcIMS HTML Viewer Map



The East 662.81 feet of the West 1476.91 feet of the South 1/4 of the SW 1/4 of Section 6, Township 52 South, Range 41 East, less the South 50.00 feet thereof, and less the North 91.00 feet thereof.

Folio: 30-2106-000-0012

Lot size: 6.60 acres

Location: N.W. 183rd Street and N.W. 52nd Avenue

CONTRACT FOR SALE AND PURCHASE

Project: Monterrey Park Expansion
Folio No: 30-2106-000-0012

This Contract for Sale and Purchase is entered into as of the ____ day of _____, 2003 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Gary Cohen, as Trustee under the provisions of a certain Trust Agreement dated June 15, 1992 and known as Trust No. 72-LT-7 whose address is 3901 Island Estates Drive, Aventura, Florida 33160 hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer that certain real property located at N.W. 183rd Street and N.W. 52nd Ave. and legally described as follows: The East 662.81 feet of the West 1476.91 feet of the South $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 52 South, Range 41 East, less the South 50.00 feet thereof, and less the North 91.00 feet thereof.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price of One Million Fifty Thousand Dollars and 00/100 Dollars (\$1,050,000.00). The purchase price shall be subject to prorations recited herein, and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. HAZARDOUS MATERIALS. Buyer may, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if

any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.

7. SURVEY. No later than 30 days prior to the closing date, Buyer may obtain at its sole cost and expense, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to Buyer and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect. Further, Seller's liability to cure any encroachment shall not exceed 2% of the purchase price referenced in paragraph 2, herein.

8. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

9. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

10. CLOSING. The closing of this transaction shall be completed within 60 calendar days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be mutually agreed upon by Buyer and Seller.

11. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer, for which like time shall be accorded to the Party whose timely actions were frustrated by such Acts of God or nature.

12. BROKERS. The Parties each represent to the other that there are no Brokers or other finders involved in this transaction and each of the Parties hereby agrees to indemnify the other for any claims made by a broker or finder who are claiming entitlement to a commission or fee by or through the indemnifying party.

13. EXPENSES. Seller will be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

14. LOSS. All risk of loss to the Property, except as may be caused by Buyer or their agents or contractors pursuant to sections 6 and 20 hereof, shall be borne by Seller until transfer of title.

15. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

16. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance.

17. LITIGATION. In case of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

18. **DISCLOSURE.** Seller warrants that there are no facts known to the best of Sellers knowledge, which materially affect the value of the Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

19. **SUCCESSORS IN INTEREST.** This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

20. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice have pre-closing access to the Property for all investigations and inspections in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes.

21. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

22. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

23. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

24. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners as well as public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable. Such actions shall not be effective until: a) such time as the Mayor indicates approval of such Commission action; or, b) such action otherwise becomes effective by the lapse of ten (10) days without the Mayor's veto. In the event that the Mayor vetoes the Commission action, the Commission action shall not be effective in the absence of an override of the Mayor's veto at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The approvals contemplated in this section shall be obtained no later than December 1, 2003 and if not Seller shall thereafter have the right to terminate the Contract without liability.

25. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: Alina Gonzalez, Real Estate Officer
Miami-Dade County
General Services Administration
111 N.W. 1 Street, Suite 2460
Miami, FL 33128

as to Sellers: Gary Cohen, as Trustee under the
provisions of a certain Trust Agreement
dated June 15, 1992 and known as Trust No. 72-LT-7
3901 Island Estates Drive
Aventura, Florida 33160

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

MIAMI-DADE COUNTY

ATTEST:

By: _____
Clerk

By: _____
County Manager

Date: _____

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the _____ day of _____, 2003, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

SELLERS:

[Signature]

Witness

[Signature]

Print

[Signature]

Witness

[Signature]

Print

By:

[Signature] 72-LT-7
Gary Cohen, As Trustee under the
provisions of a certain Trust Agreement
dated June 15, 1992 and known as Trust
No. 72-LT-7

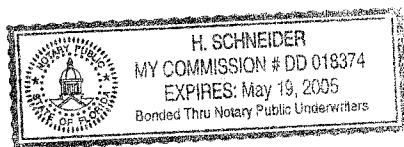
Date:

8-14-03

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 14 day of August, 2003, before me, an
officer duly authorized to administer oaths and take acknowledgments, personally appeared
Gary Cohen, Trustee for Inst No. *, personally known to me, or proven,
by producing the following identification: _____ to be the person who
executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Aventura in the County and State
aforesaid, on this, the 14 day of August, 2003.



[Signature] (SEAL)
Notary Public

Print Name

Notary Public, State of Florida

NOTARY SEAL / STAMP
My Commission expires _____